

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

WILLIE WHITE,

Plaintiff,

v.

CHARTER COMMUNICATIONS, LLC.

Defendant.

Case No. 3:17-CV-01377-B

**JOINT MOTION AND STIPULATION TO ARBITRATION  
AND TO DISMISS LITIGATION WITHOUT PREJUDICE**

This Joint Motion and Stipulation to Arbitration and to Dismiss Litigation Without Prejudice is entered into by and between Plaintiff Willie White (“White”) and Defendant Charter Communications, LLC (“Charter”), through their respective undersigned counsel, based upon the following facts:

1. White filed his Complaint (Dkt. No. 1) on May 23, 2017.
2. White served (Dkt. No. 9) his Complaint on Charter on June 7, 2017.
3. Charter filed its Answer and Affirmative Defenses (Dkt. No. 18) on July 14, 2017, after this Court granted (Dkt. No. 17) an amended motion for an extension of time.
4. Charter’s Second Defense states that Plaintiff’s claims are subject to the terms and conditions of Charter’s service and subject to a valid and binding arbitration provision. *See* Answer and Affirmative Defenses (Dkt. No. 18), at 6.
5. After some preliminary discussions, Charter sent White’s counsel an email on July 17, 2017 explaining the background of White’s account with Charter and attaching documents including the arbitration provision.

6. That same day, July 7, 2017, White's counsel reviewed the arbitration provision and agree to stipulate to arbitration of this dispute.

7. The parties agree that White's counsel is not waiving any rights to argue the scope, applicability, enforceability, or validity of the arbitration agreement, but is merely agreeing and recognizing that any such dispute must be referred to the arbitrator.

8. If the arbitrator decides that all or part of White's claims are not arbitratable, the parties agree that White reserves the right to re-file those claims in federal court.

9. Rather than seeking a stay under the Federal Arbitration Act, 9 U.S.C. § 3, *see e.g., Stross v. ZipRealty, Inc.*, No. A-13-CA-419-SS, 2013 WL 12080194, at \*7 (W.D. Tex. Sept. 11, 2013), the parties stipulate to the dismissal of this case without prejudice.

10. Pursuant to Local Rule 7.1(a), the parties' counsel hereby certify that they had several conferences to discuss the relief requested by this motion. Therefore, this motion certifies under Local Rule 7.1(b) that both parties join in requesting the relief sought by this motion. A proposed order is separately submitted as required by Local Rule 7.1(c).

ACCORDINGLY, IT IS HEREBY STIPULATED, by and between Plaintiff Willie White and Defendant Charter Communications, LLC that White shall arbitrate all claims against Charter pursuant to the terms of their written agreement, and this action is dismissed without prejudice.

DATED: July 21, 2017

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PRESIDING JUDGE

Respectfully submitted,

By: /s/ Kimberly A. Lucas (by consent)

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Respectfully submitted,

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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing was filed electronically with the Clerk of the Court to be served via operation of the Court's electronic filing system on this 21<sup>st</sup> day of July, 2017, to the following:

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